

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: ID

Title:

Recommendation to Approve the Purchase and Installation of Furniture, Finishes, and Equipment for the New Police Facility

Presenters:

Erik Mahan, Deputy Chief – Police Administration

Meeting: City Council

Date: March 4, 2019

Proposed Cost: \$582,341.96

Budgeted Amount: \$752,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Staff is seeking approval to purchase furniture, finishes, and other equipment for installation and use in the new police department facility.

FGM Architects has been under contract to perform interior design work for the new police station. They have worked with Police Department staff to choose furniture, colors, fabrics, and layouts. Through FGM we are working to purchase all of these items through two purchasing cooperatives, Sourcewell (formerly NJPA) and National IPA. The local vendor through those purchasing contracts is Interiors For Business in Batavia. These contracts have been competitively bid and publicly awarded.

Interiors For Business has provided a quote for all items, including installation in the amount of \$582,341.96. The purchase and installation cost of these furniture items and finishes, falls within our original proposed total allowances for items to be purchased by the City in this project. The original proposed total allowance for items to be purchased by the city was \$752,000.

Attachments *(please list):*

Quote: Interiors for Business.

Design Images

Sourcewell and IPA Contract Information.

Recommendation/Suggested Action *(briefly explain):*

Staff recommends the approval of the purchase and installation of furniture and finishes for the new Police Department facility through the Sourcewell Purchasing Cooperative in the amount of \$582,341.96



Interiors for Business, Inc.
 409 N. River Street
 Batavia, Illinois 60510
 630.761.1070 Main
 630.761.1065 Fax
www.interiorsforbusiness.com

QUOTE

CUSTOMER
 St. Charles Police Department

DATE 2/28/2019
TERMS Net 15
PROJECT 1st and 2nd Floor Budget Summary -
 REVISED (3)

WORKPLACE CONSULTANT Paul Jezior x54
DESIGNER Elena Griesbaum x35
CUSTOMER SERVICE Jenny Dewey x23

#	QTY	DESCRIPTION	AMOUNT	EXTENDED
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MATERIAL SUMMARY

1		Material Total for First and Second Floors	508,360.14	508,360.14
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FREIGHT

1		From Manufacturers to IFB's Designated Warehouse	3,381.75	3,381.75
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LABOR

1		Meet Steelcase Trucks Onsite / Receive and Install	70,600.00	70,600.00
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All Work to be Completed during Regular Business Hours
 Monday through Friday - Areas must be Free and Clear Prior
 to Delivery / Installation - All Electrical / Data Connections and
 Disconnections to be Done by Others - Includes Trash Removal
 to Installer's Dumpster

Material 508,360.14

To accept this order please sign and return.

Sales Tax 8.00% -

X

Freight 3,381.75

Print Name:

Labor 70,600.00

PO Number:

Design -

Total \$ 582,341.89

Downpayment required at time of order - Ask about available leasing options - This quote is valid for 30 days



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 630.761.1065 Fax
 www.interiorsforbusiness.com

QUOTE

CUSTOMER
 St. Charles Police Dept.

DATE 2/26/2019
TERMS Net 15
PROJECT Labor Options

WORKPLACE CONSULTANT Paul Jezior x54
DESIGNER Elena Griesbaum x35
CUSTOMER SERVICE Jenny Dewey x23

#	QTY	DESCRIPTION	AMOUNT	EXTENDED
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**All Work to be Completed during Regular Business Hours
 Monday through Friday - Areas must be Free and Clear Prior
 to Delivery / Installation - All Electrical / Data Connections and
 Disconnections to be Done by Others - Includes Trash Removal
 to Installer's Dumpster**

LABOR OPTIONS

MID - Receive / Deliver / Install			77,341.00	
ISI - Receive / Deliver / Install			76,390.00	
HAUSERMAN - Meet Steelcase Trucks Onsite / Receive and Deliver Ancillary / Install			70,600.00	

To accept this order please sign and return.

X

Print Name:
 PO Number:

Material	-
Sales Tax 8.00%	-
Freight	-
Labor	-
Design	-
Total \$	-

Downpayment required at time of order - Ask about available leasing options - This quote is valid for 30 days



Contract Acceptance and Award
(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

Steelcase, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 22nd, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)
NJPA Authorized signature: [Signature]
NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-STI

NJPA Authorized signature: [Signature]
NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-STI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Steelcase Inc.

Vendor Authorized signature: [Signature]

Keith Swayman
(Name printed or typed)

Title: Pricing & Contracts Manager

Executed this 12th day of May, 20 15 NJPA Contract Number #031715-STI

Letter of Agreement To Extend the Contract

Between

Steelcase, Inc.
901 44th St. SE
Grand Rapids, MI 49508-7575

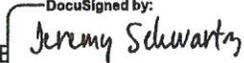
And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #031715-STI) for the procurement of Furniture with Related Accessories and Services. This Agreement has an expiration date of April 9, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 9, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

DocuSigned by:

E _____, Its: Director of Operations &
78144D620E884E3...
Procurement/CPU

Name printed or typed: Jeremy Schwartz

Date 11/29/2018 | 11:37 PM CST

Steelcase, Inc.

By:  _____, Its: Manager, Pricing & Contracts

Name printed or typed: Christopher R. Brown

Date 12/3/2018

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
 AND SPECIFICATIONS REQUEST**

Form C : RFP #031715 – Furniture with Related Accessories and Services

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
 AND SOLUTIONS REQUEST**



Company Name: [Steelcase Inc.](#)

Responding Name: [Kevin Loubert](#) Phone: [616-246-9455](#)

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.14/6	Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a subcontractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the	Steelcase sells its products through authorized Steelcase dealers that are independently owned and operated. Therefore, Steelcase would need to be identified as "Manufacturer" and some provisions throughout the Terms and Conditions would require revisions in order to incorporate "Manufacturer" where appropriate, and to clarify and differentiate the roles of "Vendor" (Steelcase Participating Dealers) and Manufacturer. In certain situations or locations where no Dealer is available or Dealer and Steelcase agree to jointly handle the sale, Steelcase may also fulfill the obligations of Dealer.	NJPA Accepts

	proposed submission if that fact is properly identified.		
3.23/7 Form D/40	Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the vendor will take sole responsibility for the performance of delivered equipment/products/services.	We request to add the following language: Upon notice from NJPA of a failure by Dealer to perform its obligations under any relevant Order, Steelcase shall perform and do all things necessary to remedy the failure of Dealer to perform its obligations under the relevant Order (including where arising out of this Agreement). Steelcase shall perform the relevant obligations and assume all obligations and liabilities of Dealer as if the same were direct obligations of Steelcase until the failure has been remedied as provided under this Agreement.	NJPA Accepts
3.34/9	Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.	Products offered as part of this contract are always "delivered" as part of the order and will always be intended to be first quality yet may not be "operational" (installed) if the NJPA member chooses to use other sources for the installation of the furniture. Our discount structure is based on a drop ship basis such that the cost of delivery of product to customer site is included in the contracted price. While in most all cases the Steelcase dealer quotes the installation of the product as well to provide a complete turnkey process to provide solutions that are delivered and operational, the NJPA member does have the option of using their own sources of labor to install the product which "could" interfere with providing "operational" solutions. See further explanation of the provisions that apply whenever installation is performed by authorized Steelcase dealers.	NJPA Accepts
5.50/20	If completed deliveries are not made at the time agreed, NJPA or its members reserves the right to cancel and purchase elsewhere and hold vendor accountable.	Participating Steelcase Dealer and Steelcase will use their best efforts to comply with delivery dates requested by Member on Orders. For Large Orders, Steelcase recommends that Member provide as much notice as possible to Steelcase Participating Dealer in advance of the purchase order to reserve manufacturing capacity. Steelcase Participating Dealer shall acknowledge receipt of each Order to Member, noting the	NJPA Accepts

		<p>acknowledged Steelcase ship and scheduled local delivery dates</p> <p>Steelcase may provide temporary furniture (at no cost to NJPA or NJPA member), reasonably acceptable to NJPA, to replace the delayed Product such that all delays and expenses of NJPA are minimized. If Steelcase fails to provide temporary furniture NJPA or its members may cancel the order limited to products that are already in manufacture process which may include a charge.</p>	
5.35.2/18	<p>Request price changes in general terms along with the justification by Product category for the change.</p> <p>Price increases will not exceed industry standard.</p>	<p>We will extend the same price list commitment that is included in our current agreement (current price list at time of order entry. A 30 day written notification will be given to NJPA prior to increases) Steelcase reserves the right to institute a surcharge in the event of any significant industry-wide price increase for commodities used in the manufacture or distribution of products during the term of this contract. Steelcase will provide documentation to NJPA verifying the industry-wide price increase to the extent such documentation is reasonably available.</p>	See Clarification #1
5.43/19	<p>Payment terms will be defined by the Proposer in the Proposer's Response. Proposes are encouraged to offer payment terms through P Card services if applicable.</p>	<p>We will extend the same payment terms established in our current Agreement. Invoices, inclusive of applicable sales or use taxes and/or surcharges will be issued by Dealer upon delivery of the Products and will be paid within ten (10) days from the date of invoice. For Large Orders, Members will be invoiced 40% at time of order placement, 50%at delivery and the 10% balance upon completion of installation. A service charge of 1 ½ per month (18% per annum) may be added to invoiced unpaid as of the due date. If partial delivery of an order is made, Member will make payment for Products delivered and services provided. Dealer will invoice Member for shortages or replacement upon delivery of those items.</p>	NJPA Accepts
5.48/20	<p>All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not</p>	<p>All Steelcase products are manufactured to our customers' specifications and, therefore, are not subject to return. However, non-conforming products will be repaired or</p>	NJPA Accepts

	allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.	replaced at no charge to the customer. A product is considered non-conforming if it is defective or if it fails to comply with our published Specification Guide information or the Member's purchase order. Replacement orders for non-conforming products will be processed immediately and Steelcase will expedite the shipment of those replacement items to the location specified by the Member.	
5.56/20	Reject in Whole or Part Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.	- Non-conforming products will be repaired or replaced at no charge to the Member. A product is considered non-conforming if it is defective or if it fails to comply with our published Specification Guide information or the Member's purchase order. Replacement orders for non-conforming products will be processed immediately and Steelcase will expedite the shipment of those replacement items to the location specified by the Member.	NJPA Accepts
6.29/25	This Administration Fee shall be: 6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and 6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and 6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by	We will be supporting the same Administration Fee terms that are included in our current agreement. (1% of net product sales) As a manufacturer that does not retain data associated with services provided by its independent dealers, the administrative fee paid is based on product only (and not on services). The NJPA member has the sole discretion, not to be influenced by Steelcase, as to the contract vehicle they wish to use. In the event that the member uses any Group Purchasing Organization contract, a local, state or federal purchasing contract or any other contract vehicle; Steelcase will not pay an administrative fee NJPA for volume purchased under those contracts.	NJPA Accepts

	<p>Minnesota law.</p> <p>6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts.</p> <p>The administrative fee percent varies among vendors, industries and responses.</p> <p>6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.</p>		
7.7/28	<p>A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.</p>	<p>We will provide a quarterly report of the total gross dollar volume of all equipment/products. As a manufacturer that does not retain data associated with services provided by it independent dealers, the reporting provided on a quarterly basis by Steelcase provides data on product sales only.</p>	<p>NJPA Accepts</p>
7.8/28	<p>Audits</p>	<p>Steelcase and Steelcase Participating Dealers shall make available to NJPA representatives no more than once per calendar year, during reasonable business hours and upon reasonable notice during the term of the agreement and upon two (2) years thereafter, any books, records and invoices directly to the respective performance under this agreement. The Parties will make its best efforts to resolve any discrepancies in a fair and equitable manner.</p>	<p>NJPA Accepts</p>
7.17/29	<p>NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service</p>	<p>We request for Steelcase to have termination for convenience rights.</p> <p>Any Party may terminate its participation in the Agreement at any time upon sixty (60) days written notice to the other parties.</p>	<p>NJPA Accepts</p>

	obligations incurred or accrued prior to termination	Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination	
8.5/30	Jurisdiction	While any claims brought forth against NJPA will be brought forth in the courts of Todd County located in the State of Minnesota, any claims arising from the RFP and contract against Steelcase shall be brought forth only in courts located in the State of Michigan.	See Clarification #2
8.11/31	No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.	<p>Because the Steelcase dealers are independently owned and operated, no single entity has the authority to sign an Agreement on their behalf. Therefore, this business opportunity is being considered by Steelcase as an open "Offer to Purchase" to support NJPA members discounted purchases of office furniture within the United States through Steelcase dealer network.</p> <p>Upon successful award of the RFP and execution of an Agreement, a letter announcing the availability of this NEW contract would be sent to all authorized Steelcase dealers, inviting them to participate in the NJPA Offer to Purchase. If they choose to participate, they must return a signed participation letter to Grand Rapids, at which time they will be sent the open quote that will be developed to support the contract. Such Participating Dealers, in their role as "Seller", will then have access to the discounts available from the Steelcase under this Offer to Purchase. Participating Dealers may withdraw from this program at any time upon thirty (30) days written notice to Steelcase and to NJPA; and other authorized Steelcase dealers may be added to the program in the future upon their execution of a participating letter. Furthermore, either NJPA or Steelcase may terminate this Offer to Purchase at any time upon sixty (60) days written notice to the other party.</p> <p>The pricing structure that is included with</p>	See Clarification #3

		<p>this response has been recommended to our dealers, based upon discussions with several prospective Participating Dealers. However, our dealers retain ultimate responsibility to independently negotiate the prices to their customers.</p>	
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Form C: Exceptions to Proposal, Terms, Conditions and Specifications Request - RFP#031715

IMPORTANT NOTE: While Steelcase has reviewed the RFP in whole and taken the following exceptions, the RFP parameters may not be all-inclusive and additional terms may need to be reviewed and discussed by parties prior to finalizing a mutually agreeable contract.

Whenever installation is performed by authorized Steelcase dealer, the following general provisions shall apply:

A. Labor Charges

Installation will be performed by an authorized Steelcase dealer and is based on delivery during normal working hours within the authorized Steelcase dealer's standard service area, utilizing non-union labor. Additional labor charges may result from the following, and shall be confirmed to Member in advance:

- Work performed outside of the normal working hours at Member's request.
- Delivery and Installation outside the standard service area.
- Use of union labor due to trade regulations.
- Furniture lighting, HVAC, cabling, wiring, prewired panels, power hook-up and various electrical work.
- Work disruptions due to other trades, unions or subcontractors.

B. Condition of Job Site

The job site shall be clean and free of debris prior to installation. Adequate facilities for offloading, staging, moving, and handling of Products shall be provided without charge by Member.

C. Job Site Service

Electric current, heat, hoisting and/or elevator service, and containers for the disposal of packing materials will be furnished without charge by Member.

D. Storage Space

After the Products arrive at the designated site, safe and adequate storage space will be provided by Member if immediate installation cannot be accomplished. If the space provided is inadequate, requiring excessive sorting or movement, a charge may be applied based upon agreement between Member and authorized Steelcase dealer.

E. Assembly

Authorized Steelcase dealer's ability to assemble Products shipped knocked down or to attach, affix, or bolt in place movable Products is sometimes dependent on union jurisdictional agreements. If trade regulations in force at the time of installation require the use of union tradesmen or tradesmen other than authorized Steelcase dealer's own installation personnel at the site, all resulting additional charges (e.g., the differential between union's or other tradesmen's hourly rate and the non-union hourly rate of authorized Steelcase dealer's personnel) will be paid by Member.

F. Damage

Any loss or damage to the Products by weather, other trades (such as painting or plastering), fire, or other elements shall be the responsibility of Member after the Products are delivered by authorized Steelcase dealer; and Member agrees to hold authorized Steelcase dealer and Steelcase harmless from loss for such reason. Notwithstanding the foregoing, however, any loss or damage to the Products caused by authorized Steelcase dealer, its employees or subcontractors during installation shall be the responsibility of authorized Steelcase Dealer.

G. Insurance

During the term of this Agreement, Dealer and Awarded Vendor will each maintain all applicable insurance coverage consistent with local insurance requirements; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Awarded Vendor upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of Member (including any deductibles thereunder).

H. Delays

In the event that physical delivery and/or installation are delayed at Member's designated location due to causes outside the control of authorized Steelcase dealer or Steelcase, the Products will be stored at Member's expense. All charges (e.g., labor for loading and unloading, transfer fees) related to the delay will be confirmed to Member by authorized Steelcase dealer at the time of the delay. Invoices for Products will be sent by authorized Steelcase dealer to be paid as if the Products had been delivered as scheduled.

Vendor Questionnaire – Form P

3) Member shall initiate orders by sending to Steelcase Participating Dealer a written or EDI purchase order ("Order") containing the minimum required information listed below:

- Member's Order reference number.
- NJPA Steelcase Contract #
- NJPA Member #
- Designation of Products (e.g., style number) and/or services covered by the Order.
- Designation of surface materials.
- Quantity ordered.
- Price
- Requested delivery date.
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices.
- Any special shipping or handling requirements.
- For Details Products, specify "ship complete" unless split shipments are acceptable.

Steelcase Participating Dealer and Steelcase will use their best efforts to comply with delivery dates requested by Member on Orders. For Large Orders*, Steelcase recommends that Member provide as much notice as possible to Steelcase Participating Dealer in advance of the Order to reserve manufacturing capacity. Steelcase Participating Dealer shall acknowledge receipt of each Order to Member, noting the acknowledged Steelcase ship and scheduled local delivery dates.

Member shall have the right to change or cancel any Order by delivering written notice to Steelcase Participating Dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to

Steelcase's commencement of production of such Order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the Order. In determining applicable charges for change or cancellation, each request shall be reviewed on an individual basis taking into consideration the complexity and the scheduled ship date. Steelcase Participating Dealer and Steelcase will endeavor to minimize any charges to Member as a result of a request for change or cancellation and will use commercially reasonable efforts to accommodate Member's requests for changes. There is no guarantee that production schedules will be available to match requested changes. Steelcase shall identify any applicable charges at the time the change/cancellation request is received by Steelcase; and Member shall, at that time, determine if it wishes to proceed with such change/cancellation. No such charge shall exceed the invoice amount of the changed/cancelled portion of the Order plus any Steelcase Participating Dealer-related costs (e.g., design) if applicable. In no event shall the change/cancellation charge(s) include any penalties to Member. The following are not subject to change or cancellation without charge once the Order has been received by Steelcase: Special Products, Products using Customer's Own Material ("COM"), quick ship orders, Turnstone and service parts, Large Orders* imported Coalesse, and Coalesse Werndl. Changes and cancellations of Architectural Solutions Products may be made, but may result in additional charges and/or schedule adjustments after order has been placed with Steelcase or after shop drawings have been approved. Additional charges and schedule impact will vary depending on the complexity of the change and schedule impact. All questions relating to change order or cancellation must be made with your Steelcase participating dealer who will contact the project manager and the Steelcase on your order.

*Large Order: One quantity of Products to be shipped at one time to one location with a minimum list price value of:

Steelcase Products (other than exceptions below).....	USD 500,000 or equivalent
Coalesse.....	USD 75,000 or equivalent
Details and Worktools Products.....	USD 25,000 or equivalent
Turnstone, Steelcase Health.....	USD 150,000 or equivalent

18) All shipments for the Continental United States will be FOB NJPA Member's Designated Location with freight prepaid and allowed by Steelcase. Title and risk of loss or damage shall pass to customer upon delivery at customer's designated location. Shipments destined for Hawaii or Alaska will be quoted upon request. If special packaging or handling is required, it will be subject to an additional charge. Transportation claims for all Products delivered by a Steelcase Participating Dealer will be filed by Steelcase Participating Dealer. For drop shipments, it will be Member's responsibility to inspect the Products upon delivery and report claims to Steelcase Participating Dealer within 15 days of receipt to ensure that proper claims procedures are followed in the event of damage. Damaged Products will be repaired or replaced as appropriate.

19) Prices offered in this proposal are SIMILAR TO those typically offered to cooperative procurement organizations or state purchasing departments.

Proposer's Signature:  Date: 3/12/15

NJPA CLARIFICATIONS:

1. NJPA must approve any price increases. Price increases are subject to any restrictions set forth in Minnesota law.
2. This provision does not affect the governing law of any claims arising from purchase orders as stated in Paragraph 7.2 of the RFP.
3. The dealers may only negotiate their prices to the extent that the price is not higher than the Contract price.



Contract Award
RFP #031715

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FURNITURE WITH RELATED ACCESSORIES AND SERVICES

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Steelcase Inc. Date: March 18th 2015

Company Address: 901 44th Street SE

City: Grand Rapids State: MI Zip: 49508-7594

Contact Person: Kevin Loubert Title: Industry Leader, State & Local Gov.

Authorized Signature: (ink only):  Kevin Loubert
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

Steelcase, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 22nd, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coauette

(Name printed or typed)

Awarded this 9th day of April, 2015 NJPA Contract Number #031715-STI

NJPA Authorized signature:

NJPA Board Member

Scott Veroneo

(Name printed or typed)

Executed this 9th day of April, 2015 NJPA Contract Number #031715-STI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Steelcase Inc.

Vendor Authorized signature:

Keith Swayman

(Name printed or typed)

Title: Pricing & Contracts Manager

Executed this 12th day of May, 2015 NJPA Contract Number #031715-STI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Steelcase Inc.

Contact Person for Questions: Kevin Loubert
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 901 44th Street SE

City/State/Zip: Grand Rapids, MI 49508-7594

Telephone Number: 616-247-2710 Fax Number: 616.246.4918

E-mail Address: kloubert@steelcase.com

Authorized Signature: 

Authorized Name (typed): Kevin Loubert

Title: Industry Leader, State & Local Government Solutions

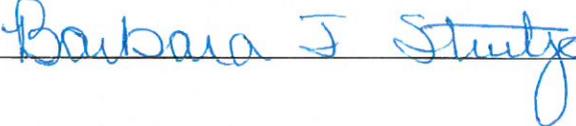
Date: March 11th 2015

Notarized

Subscribed and sworn to before me this 11th day of March, 20 15

Notary Public in and for the County of Kent State of MI

My commission expires: _____

Signature: 

BARBARA J. STUITJE Notary Public, State of Michigan County of Kent My Commission Expires Jul. 26, 2019 Acting in the County of <u>Kent</u>
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Form P

Proposer Name: Steelcase Inc.

Questionnaire completed by: Kevin Loubert

Payment Terms and Financing Options

1. Identify your payment terms if applicable. (Net 30, etc.)

The payment terms in place with the current NJPA/Steelcase contract will be extended to any new contract. The current agreement states:

8.14 Invoicing and Terms of Payment. Invoices, inclusive of applicable sales or use taxes and/or surcharges will be issued by Dealer upon delivery of the Products and will be paid within ten (10) days from the date of invoice. For Large Orders (as defined in Exhibit O), Members will be invoiced 40% at time of order placement, 50% at delivery and the 10% balance upon completion of installation. A service charge of 1 ½% per month (18% per annum) may be added to invoiced unpaid as of the due date. If partial delivery of an order is made, Member will make payment for products delivered and services provided. Dealer will invoice Member for shortages or replacement upon delivery of those items.

2. Identify any applicable leasing or other financing options as defined herein.

Steelcase Financial Services offers flexible and convenient financing alternatives that let you create an inspiring workplace while conserving capital, preserving bank lines and reducing tax liabilities.

Wholly owned by Steelcase Inc., Steelcase Financial services is the office furniture industry's only captive finance company. That means greater flexibility, because our goal is to build long-term, ongoing relationships with our customers and give you the best value possible.

Form P

**FINANCIAL
SERVICES**

workplace services

Leasing Options: Steelcase provides NJPA Members several leasing options offered through its wholly owned Steelcase Financial Services Inc. For over 20 years, Steelcase Financial has provided flexible and convenient lease alternatives that allow our clients to create an inspiring workplace while conserving capital. And Steelcase Financial is the office furniture industry's only captive lease/finance company. That means greater flexibility and "one-stop shopping," because our goal is to build long-term, ongoing relationships with our customers and give NJPA Members the best value possible. Choices include:

- Fair Market Value Lease
- 10% Purchase Option Lease
- \$1 Buy-Out Lease for both tax exempt state and local municipalities, 501(c)3 not-for-profit agencies and commercial entities.

Leases can be customized to each client and could include additional products other than the office furniture, technology and architectural products sold by Steelcase. And, up to 20% "soft-costs" (like design, delivery and installation services) can be added to the lease.

Financial Services: Steelcase Financial Services interest rates are based, in part, on Libor at the time of lease quote. The payment factors are indexed using the 3-year Libor Swap Rate (the "Index"). The payment may be adjusted upward if there is an increase in the Index at the time of Equipment Schedule preparation. The payment factor will be increased by 0.000006 for each one (1) basis point increase in the Index, and will become fixed upon execution of the Equipment Schedule.

Form P

- Tax exempt municipal leasing with non-appropriations clause & standard commercial leases are available. (5.43)
- The index rate that may be adjusted is the 3-year Libor Swap Rate. (5.43.1.2)
- Standard terms range from 12 months to 60 months, and up to 84 months depending on the credit. (5.43.1.4)

Purchase Option: The Purchase Option varies depending upon the type of lease selected by the client. With Fair Market Value leases, clients enjoy the flexibility of purchasing for the fair market value of the products at the end of the lease term or if they choose, can return the products to Steelcase Financial Services or renew the lease. \$1 Buy Out leases have a bargain purchase of \$1.00 at the end of the lease term.

Contact:

Steelcase Financial Services Inc.
901 44th Street, SE
Grand Rapids, MI 49508

Steelcase Financial Services is a wholly owned subsidiary of Steelcase Inc.

As a value added attribute, Steelcase will offer to NJPA members any established, below-market promotional financing/lease program rates marketed by Steelcase Financial Services Inc. at the time of quote. The current Smart Financing promotional offer provides \$1 Buy-Out leases as low as 0% for 24 months and generous Fair Market Value (FMV) leases. By way of example, our FMV 60-month term has a lease rate factor of 0.015769 that when multiplied by the price of \$50,000 in products equals 60 monthly payments of only \$788.45.

Please refer to Exhibit P for more information.

Form P

An additional financing option available to NJPA Members would be leasing options from National Cooperative Leasing, an NJPA contracted service provider.



Tax Exempt Municipal Lease

Steelcase will offer NJPA several leasing options through our finance partner, National Cooperative Leasing. Examples of such options include Tax Exempt Municipal Leases, Fair Market Value Leases, \$1 Buyout Leases, and customized programs as required by NJPA. National Cooperative Leasing also offers government agencies purchasing on this contract a "Purchase Order Only" program. Under this program, agencies merely issue a purchase order with leasing language (provided in Exhibit Q) included in the body of purchase order. No lease agreement is necessary. Leasing terms and conditions will be provided and reside in the contract between Steelcase and NJPA.

Additionally, Steelcase and National Cooperative Leasing will also offer member agencies the "FlexPlus" leasing plan. The FlexPlus plan offers agencies a Tax Exempt Municipal Lease plan along with a Furniture Refresh Window, whereby agencies can upgrade their furniture and walk away from their existing lease during the refresh window period. This plan provides a low monthly or annual cost along with the flexibility to return old furniture for new furniture.

National Cooperative Leasing will offer NJPA member agencies interest rates tied to the existing Libor Rate (Rate Index). The maximum rate to be charged will be Libor plus 7% for public agencies who qualify for tax exempt municipal financing. This is a ceiling rate. Rates can and will be lower depending on size of transaction, term of transaction and risk associated with the transaction as determined by National Cooperative Leasing. Rates for non-profit (501 C 3) corporations may have a higher "risk adjusted" rate as determined by National Cooperative Leasing.

The index rate being adjusted is Libor.

Form P

The "Purchase Option" offered will depend upon the program being offered. Fair Market Value leases will contain a purchase option equal to the fair market value of the equipment at the termination of the lease. Tax Exempt Municipal Leases, FlexPlus leases and \$1 buy out leases will have a purchase option of \$1 at the termination of the lease.

The available terms offered will be from 12 months to 84 months.

Lease Servicing Center, Inc. dba National Cooperative Leasing is the leasing provider offered. National Cooperative Leasing, headquartered in Alexandria, Minnesota, is an existing provider of NJPA and has had a Professional Services Agreement with NJPA since 2001.

Contact: Lease Servicing Center, Inc. dba National Cooperative Leasing
220 22nd Ave East, Suite 106
Alexandria, MN 56308



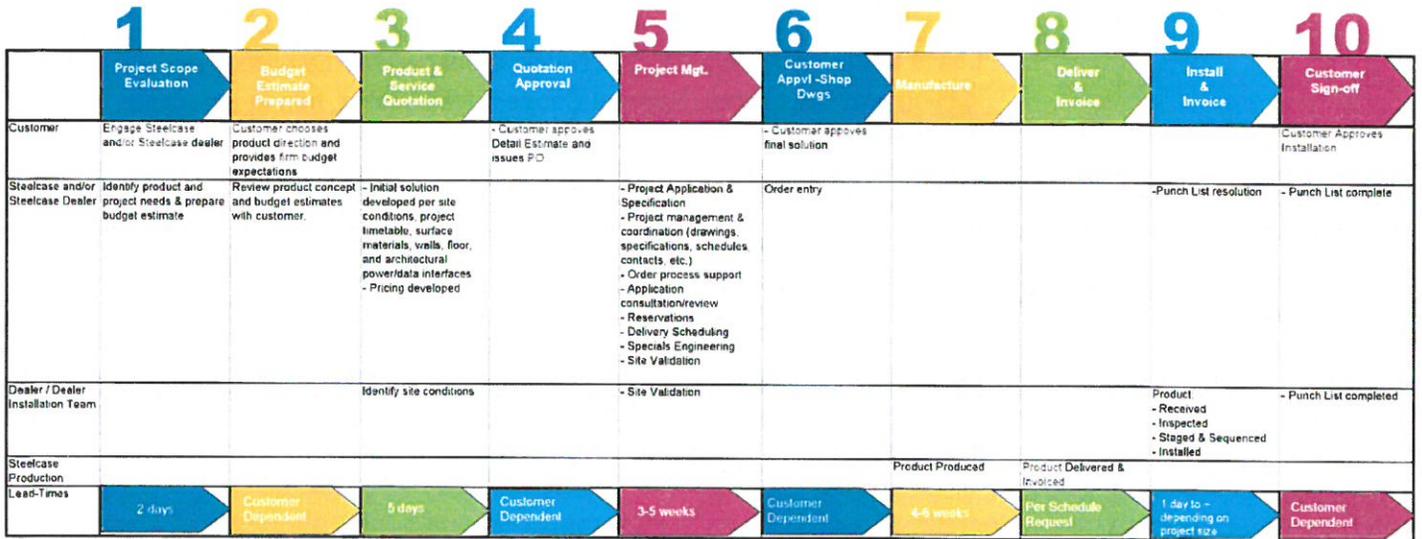
There is no ownership, common ownership, or control between Steelcase and National Cooperative Leasing.

NATIONAL JOINT POWERS ALLIANCE

Form P

3. Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

The order process for NJPA Members will be similar to the order process for other Steelcase customers.



To get a closer look at this process map, please refer to Exhibit R.

Form P

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

When NJPA members are ready to place an order for Steelcase products, their Steelcase participating dealer will enter the order using their Hedberg Data System. Hedberg is tightly integrated with Steelcase's business systems through EDI transactions that provide a constant, audited flow of your information. Through this system we provide you with electronic quotes, orders, invoices, reports, and more.

Member shall initiate orders by sending to Steelcase Participating Dealer a written or EDI purchase order ("Order") containing the minimum required information listed below:

- Member's order reference number.
- NJPA Steelcase contract #
- NJPA member #
- Designation of products (e.g., style number) and/or services covered by the order
- Designation of surface materials
- Quantity ordered
- Price
- Requested delivery date
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices
- Any special shipping or handling requirements
- For Details products, specify "ship complete" unless split shipments are acceptable

Form P

Steelcase participating dealers and Steelcase will use their best efforts to comply with delivery dates requested by member on orders. For large orders*, Steelcase recommends that members provide as much notice as possible to Steelcase participating dealer in advance of the order to reserve manufacturing capacity. Steelcase participating dealer shall acknowledge receipt of each order to member, noting the acknowledged Steelcase ship and scheduled local delivery dates.

Member has the right to change or cancel any order by delivering written notice to Steelcase participating dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to Steelcase's commencement of production of such order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the order. In determining applicable charges for change or cancellation, each request shall be reviewed on an individual basis taking into consideration the complexity and the scheduled ship date. Steelcase participating dealer and Steelcase will endeavor to minimize any charges to member as a result of a request for change or cancellation and will use commercially reasonable efforts to accommodate member's requests for changes.

There is no guarantee that production schedules will be available to match requested changes. Steelcase shall identify any applicable charges at the time the change/cancellation request is received by Steelcase; and member shall, at that time, determine if it wishes to proceed with such change/cancellation. No such charge shall exceed the invoice amount of the changed/cancelled portion of the order plus any Steelcase participating dealer-related costs (e.g., design) if applicable. In no event shall the change/cancellation charge(s) include any penalties to member. The following are not subject to change or cancellation without charge once the order has been received by Steelcase: Special Products, Products using Customer's Own Material ("COM"), quick ship orders, Turnstone and service parts, Large Orders* imported Coalesse, and Coalesse Werndl.

Form P

Cancellation of a Details order ten (10) days after receipt of the order by Details, or after actual shipment of the order by Details, whichever occurs earlier, is subject to a restocking fee. Changes and cancellations of Architectural Solutions products may be made, but may result in additional charges and/or schedule adjustments after order has been placed with Steelcase or after shop drawings have been approved. Additional charges and schedule impact will vary depending on the complexity of the change and schedule impact. All questions relating to change order or cancellation must be made with your Steelcase participating dealer who will contact the project manager and the Steelcase on your order.

*Large Order: One quantity of products to be shipped at one time to one location with a minimum list price value of:

Steelcase Products USD 500,000 or equivalent
(other than exceptions below)

Coalesse..... USD 75,000 or equivalent

Details and Worktools Products..... USD 25,000 or equivalent

Turnstone, Steelcase Health..... USD 150,000 or equivalent

Please refer to Exhibit K for more information on our dealers.

Form P

4. Do you accept the P-card procurement and payment process?

While most Steelcase dealers are more than capable of accommodating such P-card usage, we would suggest not factoring that into our pricing unless the NJPA actively uses payment cards and the Member work that out with the selling dealer. Alternative payment terms such as accepting a P-card may be negotiated between Member and Participating Dealer and mutually agreed upon prior to order placement.

Form P

Warranty

5. Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

In the event that you receive a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place to make sure issues are resolved quickly and to your satisfaction. Here's how to place your service request:

Call your Steelcase dealer.

Your servicing dealer will evaluate the defect and the product's manufacturing date to determine if it's covered under Steelcase Warranty Policy. The dealer will then contact Steelcase and explain the issue to the Solutions Fulfillment Team representative.

Next, your dealer submits a request for replacement product and/or parts to the Solutions Fulfillment Team representative. Products, such as pneumatics cylinders, controls, lock cylinders, fasteners, hardware, screws, etc., are carried in service vehicles, so that any defects in these can be taken care of during one service call.

Steelcase will provide the dealer with the product or replacement part. The dealer will deliver and install the new product or part swiftly and at no charge to you.

What Does This Warranty Cover?

Steelcase Inc. ("Steelcase") warrants this product ("Product") to be free from defects in materials or workmanship. This warranty applies only to Products purchased directly from store.steelcase.com or an authorized Steelcase Retailer by purchasers located in the United States.

Form P

How Long Does The Warranty Last?

This warranty applies only to the original purchase and terminates if you transfer, modify or sell the product. Exceptions to the Limited Lifetime Warranty are included in our Warranty statement on previous pages.

What Will Steelcase Do?

If the product is defective, Steelcase will replace or repair it or refund the purchase price.

6. Do all warranties cover all products/equipment parts and labor?

Yes.

7. Do warranties impose usage limit restrictions?

No, the warranty states: Steelcase Inc. ("Steelcase") warrants that Steelcase®, Turnstone®, Steelcase® Health, and Details® brand products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty is valid from the date of delivery, regardless of shift usage, and covers the original purchaser for products delivered in the Americas: United States, Canada, Mexico, Latin America and the Caribbean.

8. Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

In the Americas, Steelcase or our Dealers do not charge customers for labor or associated expenses. Steelcase reimburses the Dealer for travel and labor expenses. This is seamless to the customer.

Form P

9. Please list any other limitations or circumstances that would not be covered under your warranty.

WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear
- Failure to apply, install or maintain products according to published Steelcase or manufacturer instructions and guidelines
- Abuse, misuse or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution; such substitute components include but are not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

WARRANTY DOES NOT COVER:

- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer (excluding certified refurbished products)
- Products considered by Steelcase to be consumables (e.g., batteries, bulbs/lamps, except projector lamps offer six months coverage)
- Variations occurring in surface materials (e.g., matching grains, textures and colors across dissimilar substrates and lots)
- Select Surfaces, Steelcase Health Graded-In and Custom Surfaces are not covered, except as warranted by the original supplier, for material properties including, but not limited to, quality, colorfastness, shade variations, puddling, wrinkling or abrasions
- Warranty excludes Custom Surfaces that COM testing has deemed to be unsuitable for upholstery on our products
- Steelcase textiles purchased through the cut yardage program are warranted for defects in manufacturing of the material
- Coalesse® has an independent warranty

Please refer to Exhibit S for full warranty.

Form P

10. Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Certified technicians are available in all regions across the United States and Canada. For information on how NJPA Members in these regions will be provided service for warranty repair, please see Question #5 above.

Form P

Equipment/Product/Services, Pricing, and Delivery

11. Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

At Steelcase, our purpose is to unlock human promise by creating great experiences at work, wherever work happens, and in environments that include education and healthcare. Through our family of brands that include Steelcase, Steelcase Health, Coalesse, Details and Turnstone, we offer a comprehensive portfolio of solutions inspired by the insights gained from our human-centered research process and support the social, economic and sustainable needs of people.

Our brands provide an integrated portfolio of furniture settings, user-centered technologies and interior architectural products across a range of price points. Our furniture portfolio includes panel-based and freestanding furniture systems and complementary products such as storage, tables and ergonomic worktools. Our seating products include chairs which are highly ergonomic, seating that can be used in collaborative or casual settings and specialty seating for specific vertical markets such as government and education. Our technology solutions support group collaboration by integrating furniture and technology. Our interior architectural products include full and partial height walls and doors. We and our dealers also offer services designed to reduce costs and enhance the performance of people, wherever they work. Among these services are workplace strategy consulting, lease origination services, furniture and asset management. (source – annual report).

Form P

This comprehensive Steelcase Inc. product portfolio includes:

Architectural Solutions: Architectural Solutions integrate architecture, furniture and technology with an innovative construction process to create a better building and a more effective workplace. A workplace that features a modular infrastructure technologically advanced building systems, and designed-in flexibility. Architectural Solutions include moveable walls, access floors, modular power and cabling, and acoustic solutions. A superior alternative to traditional construction that's simpler to build, easier to change, more environmentally responsible, and much more cost-effective.



Education: At Steelcase, we are focused on helping schools, colleges and universities create the most effective, rewarding and inspiring learning environments to meet the evolving needs of students and educators. Through our insight-led research and innovation in furniture, tools and technologies for learning spaces, we have a passion for understanding how learning best takes place and how smarter, active learning spaces can help.

Form P

Amidst all the changes in students, technology and education, we are working with educators and designers to rethink classrooms, libraries, common areas and other in between spaces to incorporate user-friendly technology, flexible furniture and other tools to support active learning. Our professional development and training programs help to foster learning and continuing education for instructors. And, our commitment to education remains at the forefront of everything we do, now and in the future.



Healthcare: Steelcase Health is a company with a bold vision to shape and improve the future of healthcare delivery. Our company focuses on healthcare environments — and how the elements within those environments can help make them more comfortable, efficient and conducive to the healing process for the patient, caregiver and partner in care. Steelcase Health brings a holistic viewpoint to government healthcare environments, working with doctors, nurses and other healthcare professionals to gain valuable insight into environments that promote healing.



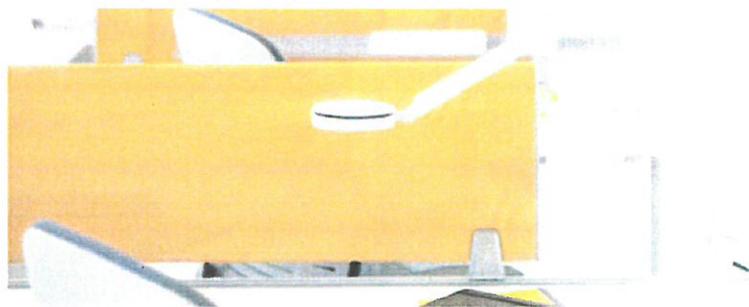
Form P

Integrated Technologies: Steelcase can make workspaces smarter through better connections. Integrated technologies designed to help people connect and collaborate more effectively at the intersection of physical and digital space.



Lighting: Steelcase offers a variety of lights, ranging from shelf to personal task applications. We offer effective, efficient and high performing lights.

- Effective. Designed and engineered to provide cost-effective, lighting solutions, Steelcase offers a full line of task lighting, under-bin/shelf lighting, and occupancy sensors.
- Efficient. Steelcase lighting products are environmentally sustainable. LED lights are energy efficient, contain no heavy metals, and may contribute to LEED certification.
- High Performing. LED lights are designed to illuminate the personal work zone in the open plan, making it easier to access information more efficiently.



Form P

Markerboards: An unforgettable benefit. People are 20% more likely to remember something if it's displayed on a wall. When everyone is sharing together, they're learning together. And everyone's on the same page.

- **Expand space to expand minds.**

In a world of shrinking footprints, organizations are looking to maximize real estate. Since wall space typically offers four times the amount of space as floor space, it's smart to use your walls wisely. Whiteboards help you get the most out of every square inch.

- **Where great ideas gather.**

Collaborating means sharing information. It means throwing ideas into the mix, or onto the wall. When people work together, innovation happens. Whiteboards use vertical space to bring people and ideas together. And since 82% of white collar workers pull up a chair and collaborate regularly, everyone needs the perfect place to gather 'round.



WORKPLACE SOLUTIONS. The landscape of today's workplace is changing. Footprints are shrinking while expectations are growing. People are looking for a variety of settings to choose how and where they want to collaborate. Today's workspace needs to work harder by working smarter. Choose from freestanding or panel-based solutions.



Form P

Private Office Furniture: For many, it's an image of a huge double-pedestal desk, a high-back leather chair, a credenza and maybe even a bookcase. And truthfully, that image hasn't changed much in the last 50 years.

Meanwhile, the way we work has changed dramatically. Technology enables us to work in new ways and in new places...and we're collaborating with others more than ever. While the rest of the workplace has changed to support the changing ways we works, the private office has remained unchanged for decades.

A well-planned private office can provide it all. Our insights have led us to design smarter private offices with products that offer form and function... beauty with purpose.

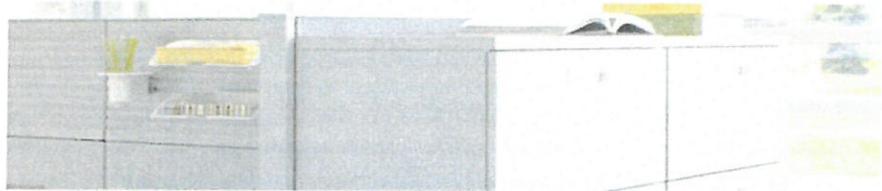


Seating: Steelcase has spent more than 60 years asking, "How can chairs serve people better?" The answers have come in hundreds of forms – the widest variety of office chairs anywhere. Whatever you ask of seating – productivity, high style, environmental performance – Steelcase has your answer.

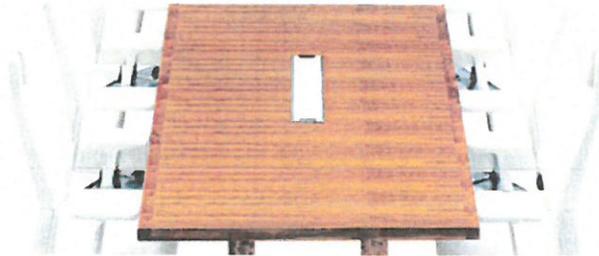


Form P

Storage: Diagnosing user needs and providing efficient storage solutions is important. When not done effectively, users can waste time packing and unpacking, and looking for information and tools. We also understand people need to store both personal and work-related material. That is why our portfolio of storage is designed to accommodate a variety of items, in different shapes and sizes. So whether you are storing your mobile devices, handbags or archived project documents, Steelcase storage can support all your needs.



Tables and Conferencing: Fixed or mobile tables that work in varying applications to suit your meeting needs, as well as conferencing solutions.



Worktools and Accessories: Expansive thinking expands the workspace. Regardless of the application, worktools help people do more in less space and less time. Worktools help create organizational logic and ergonomic well-being with panel mounted, wall mounted, or desk mounted solutions. People are more effective if their workspace adjusts to the many ways they work.



Form P

Wood Solutions: Wood is strong and beautiful, warm and familiar, always distinctly individual. For nearly a century, we've built wood furniture that celebrates those qualities and respects their natural origins. We're committed to understanding your needs and developing solutions that better support the way you work. Satisfying a broad range of styles - from traditional to progressive - in the open plan, private offices, meeting rooms and any other spaces designed to inspire.



We provide the portfolio of integrated architecture, furniture and technology products above to corporate, government and education customers through our Steelcase, Coalesse, Details and Turnstone brands.

12. Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Our pricing response will be a "catalog discount by product category." This model is one in which product line discounts are provided and those discounts are used as a percentage off list pricing.

List pricing for all parts and unit numbers for the products lines on the discount schedule are included in published Product Catalogs, which has been submitted as a Price List CD PL180 with this proposal.

Form P

The proposal pricing submitted is based on our current Steelcase price list, PL180 which is in effect today. Steelcase has already announced a global price list adjustment to PL182 effective April 20, 2015, which NJPA has already agreed to on our current contract. If awarded, we would plan to be on PL182 as it becomes effective on April 20, 2015. All the proposed product line discounts would remain the same.

The discounts shown are based on drop ship delivery to the customer's designated location. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request. Installation is available from anticipating dealers at no more than seven percent (7%) of list price, subject to the terms and conditions in the attached discount schedule.

Please see our pricing proposal immediately following this page.

IMPORTANT NOTE: After careful evaluation of NJPA sales volume and current state and local market conditions, Steelcase is pleased to offer improved discounting in most all of our product categories including our best-selling lines. The proposed levels of discounting provided in the following schedule reflect more aggressive discounts than those offered on the existing NJPA contract in the following product categories:

- Answer, Kick, Universal Worksurfaces, Universal Pedestals, Storage,
- Post & Beam System, Node, Cobi and i2i seating
- Privacy Walls, V.I.A., eno whiteboards, RoomWizard
- Most all product lines showed some improvement with no products going up.

We have also changed the tier structure so NJPA Members can achieve improved second tier and negotiated discounts at lower volume levels. These changes should help us achieve new levels of acceptance from State and Local agencies to enhance growth.

Form P

13. Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

As mentioned above in question #12, our pricing response will be a "catalog discount by product category." In order to provide the best pricing, we have provided product line discounts as a percentage off list, pricing by individual product line and balance of line categories for those products that are not listed individually or as exceptions. For the products listed, our overall discount range is 43% - 62% off our published list price. The discount range by product line is listed on the following page and is also shown in our pricing proposal in question #12.

Form P

14. Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Please see our Discount Schedule included in our answer to Question #12, which provides both an overall statement of how pricing is determined and the proposed product category discount.

15. Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Our strategy for facilitating "Sourced Equipment/Products and/or related Services" solutions as defined by the RFP document is to ensure that the Steelcase/NJPA contract includes as many Steelcase product categories as possible. This alleviates the number of times in which a proposed solution includes products that are not on the existing NJPA contract. This simple strategy has served NJPA members well over the past five years.

Additionally, the timeline of our furniture projects are such that we will often have time to formally propose a product line addition to the NJPA contract and still have enough lead time to get the product to the NJPA Member on time as requested. We have provided sourced goods only to the extent that they are incidental to the total transaction, and to date have not had issues providing the solution that the customer desires using the NJPA contract.

Form P

16. Describe your NJPA customer volume rebate programs, as applicable.

Please see our discount schedule with tiered discounting levels that will provide a higher discount for large orders. Steelcase product category purchases may be combined to reach higher tiers and better discount on individual purchases. Complete terms and conditions related to this form of volume discounting are located on the discount schedule provided as part of our response to question #12.

Please note that there are negotiated tiers of pricing noted for virtually all product categories, meaning NJPA members have the ability to negotiate better discounting than what is provided in the 3rd tier.

The proposed discounting established by the NJPA discount schedule provided (response to question #12) is also "ceiling pricing," meaning prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member. At no time may the proposed products/services be offered pursuant to this contract at prices above the ceiling price without approval by NJPA.

17. Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

The "total cost of acquisition" is as stated in the proposed NJPA Discounting Schedule provided as part of our response to question #12. Over the past five years, Steelcase has provided a turnkey and complete furniture solution to all NJPA Members based on their specific situations. The structure of our offering is flexible so that our dealers can provide the best value and best solutions to meet their individual needs.

The discounting structure is set up as a ceiling price on the product only on drop ship basis, but allows our dealers to facilitate discussions about the scope of services at the best price. This flexibility—based on determining the scope of labor and services required – allows our Steelcase dealers to provide the services appropriate to each customer and each project in providing a complete project with a total acquisition price.

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This method of providing complete solutions for each NJPA customer has proven to be very effective. With over \$120 million worth of business being sold through the contract in the past five years, we have not received any customer complaints related to a customer not receiving the value and the total cost expected. This speaks volumes on the success of the model in place as NJPA Member satisfaction is ultimately the best measure of our success with the contract.

18. If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

While there is no charge for standard delivery, special requests such as trailer size may warrant additional costs billed at a pass-through rate. Our goal is to deliver on time, complete and damage free.

All shipments to Alaska and Hawaii and the US Islands are shipped FCA factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are collect.

For Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.

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19. As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

d. Other; please describe.

Response: * The prices offered in this proposal are similar to those typically offered to cooperative procurement organizations or state purchasing departments.

20. Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

As noted, volume discounts are offered by the nature of the tiered discounting schedule being proposed.

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21. Describe in detail your proposed exchange and return program(s) and policy(s).

All Steelcase, products are manufactured to your specifications and, therefore, are not subject to return. Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. Replacement orders for non-conforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location you specify.

22. Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services.

All Steelcase products are manufactured to your specifications and, therefore, are not subject to return. Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. Replacement orders for non-conforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location you specify.

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23. Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our NJPA contract. This acts as a formalized process reconcile our sales with the NJPA membership list. Also, orders processed by Members with our dealers are to have the NJPA contract number noted and dealers are to then use quotes specific to NJPA, which ensures Members get the correct contract pricing.

The membership list provided by NJPA and our automated reporting system is the basis of how we designate, load and recognize NJPA sales. We download the membership roster from NJPA's website quarterly and convert this into a usable file that can link to our internal reporting system, quotes, and unique site IDs each member has.

Our internal reporting team uses the converted file to match members to the NJPA master quote and quotes that are linked to the NJPA agreement through bilateral agreements and letters of commitment. The NJPA master quote and linked quotes are unique numbers that provide as accuracy to insure NJPA sales are recognized by Steelcase.

So, any member electing to purchase through the NJPA agreement receives pricing from an authorized participating Steelcase dealer who must use the NJPA quote number to complete member transactions.

In addition, our reporting system deploys a matching algorithm which automatically matches member sites (every member as a unique site ID) to NJPA sales through our authorized participating dealers.

In the event that we do find that an error was made and eligible sales were not reported, we will notify NJPA, reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices previously mentioned and listed below:

RESPONSE TO:
NATIONAL JOINT POWERS ALLIANCE
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At Steelcase, we:

- Act with integrity
- Tell the truth
- Keep commitments
- Treat people with dignity and respect
- Promote positive relationships
- Protect the environment
- Excel

Industry Specific Items

n/a

Signature:  _____

Date: 3/12/15

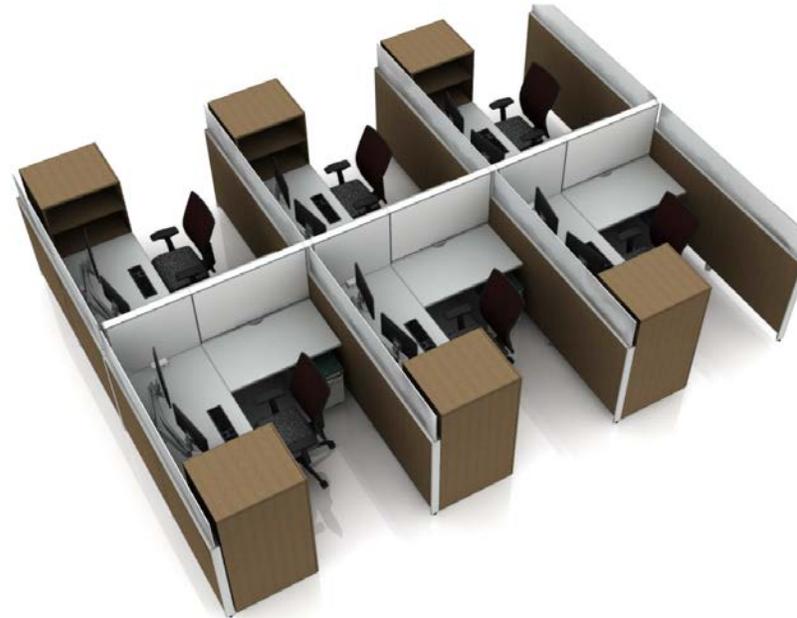




TYPICAL PRIVATE OFFICE



TYPICAL PRIVATE OFFICE



TYPICAL OPEN OFFICE WORKSTATION



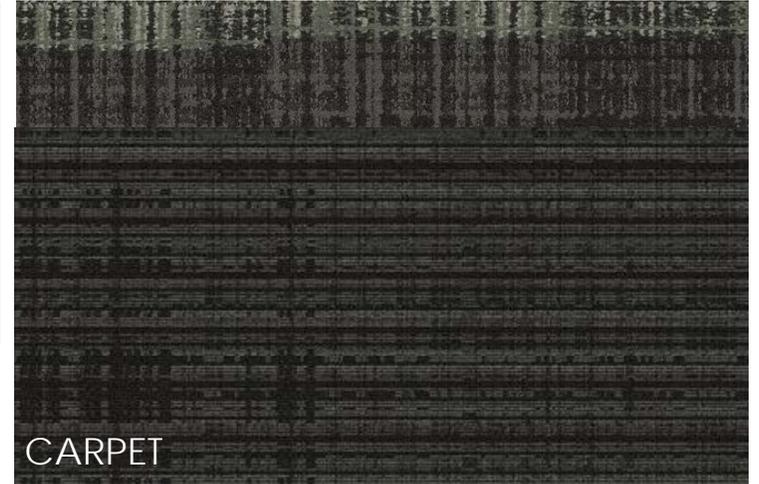
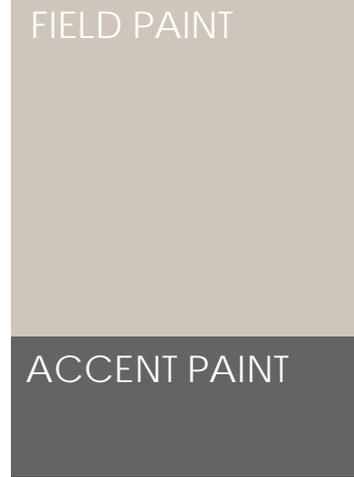
CARPET

FIELD PAINT

ACCENT PAINT



ADMIN CONFERENCE ROOM



CARPET



TRAINING & CLASSROOM



CONFERENCE ROOM